

BIDDERS'S NAME: 2-2 PRICE: 2-5 SUBS: 2-10 BB: 2-14 ESTIMATE: \$1,300,000.00 to \$1,500,000.00

VCB\ABSTRACT	OPENING DATE: 11/20/2014 at 2:00 P.M.
SOLICITATION NO. 6649	SUPPLIES OR SERVICES: PINE VALLEY PARK BALLFIELDS

OFFEROR/BIDDER	Total Bid	
Willock Contracting	\$ 1,921,129.50	
Lasater Construction Co, Inc	1,827,871.70	
New Century Construction, Inc.	1,998,652 -	
Western Rim Constructors, Inc	1,961,874.63	
Ohno Construction Company	2,287,584 -	
Straight Line General Constructors, Inc	1,716,082 -	
M.A. Stevens Construction, Inc	1,931,594.96	

BIDS TO DEPARTMENT:  
DATE: \_\_\_\_\_

DISTRIBUTION:  
\_\_\_\_FRONT DESK  
\_\_\_\_PCO

\_\_\_\_SD DAILY TRANSCRIPT

DATE: 11/20/14

BID CLERK: \_\_\_\_\_

BID OFFICER: \_\_\_\_\_

Received \_\_\_\_\_

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award survey, and the bid being non-responsive.

Bids  
Received



WHILLOCK CONTRACTING  
LIC #572217  
P.O. BOX 2322  
LA MESA, CA 91943-2322



County of San Diego  
Department of Purchasing & Contracting  
5560 Overland Ave  
San Diego, CA 92123-1294

RFB #6649 - Pine Valley Park Ball Fields Project

**PART II**  
**DOCUMENTS TO BE EXECUTED BY BIDDER**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder Whillock Contracting, Inc.

Business Address PO Box 2322, La Mesa, CA 91943-2322

Place of Residence 346 Front Street, El Cajon, CA 92020

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9, 10, 11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:



The County may deem non-responsive any bids that contain mathematical errors.

<b>BASE BID SCHEDULE:</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	\$53,420.00	\$53,420.00
2	Demolition, Removals, Clear & Grub	1	LS	\$22,227.00	\$22,227.00
3	Erosion Control	1	LS	\$12,913.00	\$12,913.00
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	\$132,834.00	\$132,834.00
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	\$117.50	\$69,090.00
6	3" Permeable Asphalt Concrete	588	Ton	\$98.50	\$57,918.00
7	Striping	1	LS	\$1,802.00	\$1,802.00
8	Signage	1	LS	\$1,060.00	\$1,060.00
9	Wheel Stops	40	EA	\$58.33	\$2,333.20
10	Stabilized DG	1	LS	\$25,170.00	\$25,170.00
11	Steel Bollards	4	EA	\$450.00	\$1,800.00
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	\$7,057.00	\$7,057.00
13	6" PCC Curb (RSD G-1)	1	LS	\$23,094.00	\$23,094.00
14	PCC Weir (Detail on Sheet 7)	1	EA	\$1,272.00	\$1,272.00
15	Flatwork (includes curb ramps)	1	LS	\$138,450.00	\$138,450.00
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	<del>\$606,694.00</del>	\$ 606,694.00
<b>SEWER:</b>					
17	Sewer	1	LS	\$6,515.00	\$6,515.00
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	\$1,410.00	\$5,640.00
19	24-inch Catch Basin	2	EA	\$2,055.00	\$4,110.00
20	3-ft wide PCC Flume	2	EA	\$2,120.00	\$4,240.00
21	6-inch Perforated PVC Storm Drain	137	LF	\$20.00	\$2,740.00
22	8-inch PVC Storm Drain	29	LF	\$29.00	\$841.00
23	10-inch PVC Storm Drain	329	LF	\$67.50	\$22,207.50

<b>BASE BID SCHEDULE (continued):</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT \$</b>	<b>TOTAL</b>
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	\$17.00	\$14,501.00
25	Headwall	3	EA	\$2,652.00	\$7,956.00
26	Rip Rap Energy Dissipater	5	EA	\$2,635.00	\$13,175.00
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	\$112.00	\$5,376.00
28	Steel Guardrail for Ramp	28	LF	\$148.00	\$4,144.00
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	\$3.52	\$4,576.00
30	8" Mow Curb Under Fence	1,050	LF	\$28.00	\$29,400.00
31	20-ft High CL Fence	226	LF	\$114.00	\$25,764.00
32	12-ft High CL Fence	314	LF	\$61.00	\$19,154.00
33	8-ft High CL Fence	614	LF	\$40.00	\$24,560.00
34	6-ft High CL Fence	86	LF	\$40.30	\$3,465.80
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	\$848.00	\$4,240.00
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	\$1,060.00	\$1,060.00
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	\$3,050.00	\$3,050.00
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	\$1,962.00	\$1,962.00
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	\$53,911.00	\$53,911.00
40	PA System	1	LS	\$20,150.00	\$20,150.00
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	\$5,405.00	\$10,810.00
42	Bleachers	7	EA	\$8,146.00	\$57,022.00
43	Shade Structure Over Bleachers	7	EA	\$17,960.00	\$125,720.00



<b>BASE BID SCHEDULE (continued):</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT \$</b>	<b>TOTAL</b>
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Littler Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	\$82,175.00	\$82,175.00
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	\$57,155.00	\$57,155.00
46	Landscape	1	LS	\$58,875.00	\$58,875.00
<b>BASE BID TOTAL</b>					<b>\$1,831,629.50</b>

<b>ADDITIVE ALTERNATES:</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT \$</b>	<b>TOTAL</b>
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	\$21,840.00	\$21,840.00
2	Portable Fence	486	LF	\$15.00	\$7,290.00
3	Visual Screen	430	LF	\$2.50	\$1,075.00
4	Permanent Soccer Lines	1	LS	<del>\$9,295.00</del>	<del>\$9,295.00</del>
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					<b>\$89,500.00</b>

**TOTAL BID** (Total Base Bid + Total Additive Alternates)

**\$2,921,129.50**

Name of Bidder Whillock Contracting, Inc.

## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California            )  
  )   ss  
  )  
County of San Diego         )

Tory M. Whillock

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name)  
, being first duly sworn, deposes and says that he or she is (Title) Secretary of  
(Company) Whillock Contracting, Inc. the party making the foregoing bid that the bid is not made in  
the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization,  
or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or  
indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or  
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or  
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought  
by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other  
bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to  
secure any advantage against the public body awarding the contract of anyone interested in the proposed  
contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or  
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,  
company association, organization, bid depository, or to any member or agent thereof to effectuate a  
collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER

DATE November 20, 2014



County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

**The following representations and certifications are to be completed, signed and returned with the offer.**

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the**

County of San Diego? ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☒ Small Business Enterprise (SBE)

Certification #: 28305

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 100 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3** Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

**4.4** Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**4.5** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

**4.6** Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**4.7** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

**6.2.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

**6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Tory M. Whillock

Title: Secretary

Signature: \_\_\_\_\_

Date: November 20, 2014

Company/Organization: Whillock Contracting, Inc.

Revised 07-09-14 **SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



## **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]

## DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
11,27,28 31,32,33, 36,37,38 41,44	Fence	Fence Corp Inc. 2401 Industry St Oceanside, CA 92054		886544
12,13,14 15,22,25 26,30	Concrete	De La Fuente Construction, Inc. 121 East 31st Suite C National City, CA 91950		919666
6	AC Paving	Seal Right Paving Co. 9053 Olive Dr. Spring Valley, CA 91977		364113
16	Turf	California Track & Engineering, Inc. 4608 N. Sonora Ave. Fresno, CA 93722		432676
45,46	Landscape	Cutting Edge Landcare 26808 Banbury Dr. Valley Center, CA 92082		981127
39,40,45	Electrical	My Electrician 32615 Racquet Club Way Lake Elsinore, CA 92530		958825

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder Whillock Contracting, Inc.

## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is Bidder's Bond

(NOTICE: Insert the words "cash (\$ 10% of bid )," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*  
Whillock Contracting, Inc.

President: Mark B. Whillock Vice President: Brent Whillock

Secretary: Tory M. Whillock Treasurer: Susan Whillock

Licensed in accordance with an act providing for the registration of Contractors,

License No. 572217 Classification (s) A B C12 C21 HAZ ASB Exp. Date 06-30-15

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( Whillock Contracting, Inc. )

Legal Name of Bidder

SIGN

HERE

by

Signature

(SEAL)

Secretary

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address PO Box 2322, La Mesa, Ca 91943-2322

Telephone ( 619 ) 579-0900 Fax ( 619 ) 579-0955

E-Mail address estimating@whillockcontracting.com

Dated November 20, 20 14, at El Cajon California.



ORIGINAL

BOND NO. N/A

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we ..... Whillock Contracting, Inc. ....  
as Principal, and .....  
The Hanover Insurance Company .....  
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of .....  
\*\*Ten Percent (10%) of the Total Amount of the Bid\*\* .....

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Nov 20, 2014 for  
DATE

**PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608**

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 20th day of November A.D. 2014.

The Hanover Insurance Company	(SEAL)	Whillock Contracting, Inc.	(SEAL)
Jerry E Mosier, Attorney-in-Fact	(SEAL)	Tory M Whillock, Secretary	(SEAL)
Surety		Principal	

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF ..... )  
COUNTY OF ..... ) ss  
On this ..... day of ..... in the year 20..... before me  
..... a notary public in and for said County and State personally  
appeared ..... known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the ..... the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

.....  
Notary Public In and for the County of

.....State of California



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Jerry E. Mosier**

of **Lakeside, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **27th** day of **October 2011**.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **27th** day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **20th** day of **Nov 2014**

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President



NOTARY ACKNOWLEDGEMENT

State of California    }  
                                  )ss  
County of San Diego    }

On 11/20/2014 before me, **Kathy L. Tilley**, Notary Public personally appeared **Jerry E. Mosier** who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



.....

NOTARY ACKNOWLEDGEMENT

State of California    }  
                                  )ss  
County of San Diego    }

On 11/20/2014 before me, **Kathy L. Tilley**, Notary Public personally appeared **Tory M. Whillock** who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



Next

Bid

Lasater Construction Co., Inc  
142 Hummingbird Hill  
Encinitas, CA 92024

pk

SD CNTY PURCH\*14 NOV 20 PM0151

#2

County of San Diego  
Dept of Purchasing and Contracting  
Front Desk  
5560 Overland Ave, Suite 270  
San Diego, CA 92123-1294

Bid For: Pine Valley Park Ball Fields Project  
Oracle Project No. 1006608  
RFB No. 6649



STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder Lasater Construction Co., Inc  
Business Address 142 Hummingbird Hill, Encinitas, CA 92024  
Place of Residence 142 Hummingbird Hill, Encinitas, CA 92024

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 10, and 11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:

**The County may deem non-responsive any bids that contain mathematical errors.**

<b>BASE BID SCHEDULE:</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	75,000	75,000-
2	Demolition, Removals, Clear & Grub	1	LS	39,705	39,705-
3	Erosion Control	1	LS	29,170	29,170-
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	144,517	144,517-
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	64 <sup>35</sup>	37837 <sup>80</sup>
6	3" Permeable Asphalt Concrete	588	Ton	137 <sup>35</sup>	80,703-
7	Striping	1	LS	4695	4695-
8	Signage	1	LS	780	780-
9	Wheel Stops	40	EA	67	2680-
10	Stabilized DG	1	LS	8560	8560-
11	Steel Bollards	4	EA	242	968-
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	17,990	17,990-
13	6" PCC Curb (RSD G-1)	1	LS	41,547	41,547-
14	PCC Weir (Detail on Sheet 7)	1	EA	4,126	4,126-
15	Flatwork (includes curb ramps)	1	LS	55,753	55,753-
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	565,343	565,343-
<b>SEWER:</b>					
17	Sewer	1	LS	6,050	6050-
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	1615	6460-
19	24-inch Catch Basin	2	EA	1510	3020-
20	3-ft wide PCC Flume	2	EA	1,900	3800-
21	6-inch Perforated PVC Storm Drain	137	LF	18-	2466-
22	8-inch PVC Storm Drain	29	LF	42-	1218-
23	10-inch PVC Storm Drain	329	LF	36-	11,844-



**BASE BID SCHEDULE (continued):**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	18 <sup>-</sup>	15,354 <sup>-</sup>
25	Headwall	3	EA	1,980 <sup>-</sup>	5,940 <sup>-</sup>
26	Rip Rap Energy Dissipater	5	EA	640 <sup>-</sup>	3,200 <sup>-</sup>
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	127 <sup>-</sup>	6,096 <sup>-</sup>
28	Steel Guardrail for Ramp	28	LF	127 <sup>-</sup>	3,556 <sup>-</sup>
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	4 <sup>10</sup>	5,330 <sup>-</sup>
30	8" Mow Curb Under Fence	1,050	LF	21 <sup>50</sup>	22,575 <sup>-</sup>
31	20-ft High CL Fence	226	LF	130 <sup>50</sup>	29,493 <sup>-</sup>
32	12-ft High CL Fence	314	LF	70 <sup>-</sup>	21,980 <sup>-</sup>
33	8-ft High CL Fence	614	LF	46 <sup>-</sup>	28,244 <sup>-</sup>
34	6-ft High CL Fence	86	LF	47	4,042 <sup>-</sup>
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	968	4,840 <sup>-</sup>
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	1,210	1,210 <sup>-</sup>
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3,510	3,510 <sup>-</sup>
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	2,240	2,240 <sup>-</sup>
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	61,149	61,149 <sup>-</sup>
40	PA System	1	LS	6,388	6,388 <sup>-</sup>
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	4,200	8,400 <sup>-</sup>
42	Bleachers	7	EA	4,738	33,166
43	Shade Structure Over Bleachers	7	EA	9,814	68,698 <sup>-</sup>

**BASE BID SCHEDULE (continued):**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Littler Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	105,845	105,845 <sup>-</sup>
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	67,760	67,760 <sup>-</sup>
46	Landscape	1	LS	72,600	72,600 <sup>-</sup>
<b>BASE BID TOTAL</b>					1,725,848 <sup>90</sup>

<b>ADDITIVE ALTERNATES:</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	31,333	31,333 <sup>-</sup>
2	Portable Fence	486	LF	17 <sup>50</sup>	8,505 <sup>-</sup>
3	Visual Screen	430	LF	5 <sup>63</sup>	2,420 <sup>90</sup>
4	Permanent Soccer Lines	1	LS	9,764 <sup>-</sup>	9,764 <sup>-</sup>
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					102,022 <sup>90</sup>

**TOTAL BID** (Total Base Bid + Total Additive Alternates)

\$ 1,827,871<sup>70</sup>

Name of Bidder Lasater Construction Co. Inc.



## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. The County may deem non-responsive any bids that contain mathematical errors.

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California                    )  
  )   ss  
  )  
County of San Diego                )

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, Jim Lasater (Name)  
, being first duly sworn, deposes and says that he or she is (Title) President of  
(Company) Lasater Construction Corp the party making the foregoing bid that the bid is not made in  
the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization,  
or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or  
indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or  
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or  
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought  
by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other  
bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to  
secure any advantage against the public body awarding the contract of anyone interested in the proposed  
contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or  
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,  
company association, organization, bid depository, or to any member or agent thereof to effectuate a  
collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER

DATE

11/20/14



**County of San Diego**  
**Department of Purchasing and Contracting**  
**REPRESENTATIONS AND CERTIFICATIONS**

**The following representations and certifications are to be completed, signed and returned with the offer.**

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the**

County of San Diego? ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #:

☒ Small Business Enterprise (SBE)

Certification #:

6888  
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 100 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**

**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Jim Lasater

Signature: [Signature]

Title: President

Date: 11/25/14

Company/Organization: Lasater Construction Co., Inc.

Revised 07-09-14

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



## **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]



**DESIGNATION OF SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
#39	PES Elect.	PES Elect 4603 Del Monte SD 92107	1.4%	C-10 #581935
#1	Survey	J & B Survey 13670 Danielson Powder 92064	.65%	RCE #29112
#48 #49	Irrig & Landscape	Coast Landscape Inc 2730 La Mirada Dr Vista 92081	6.28%	#353359
12-15	Concrete Work	Daton Concrete Inc 11466 Meadow Grove S.D. 92122	5%	#780621
31-38	fence	fence Corp Inc 117 Main St. Riverside 92501	6%	#886544
#16	Antil Turf.	Ca Track & Eng Inc 4668 A Sonoma Ave Fresno 93722	2.13%	#432676
#4	Paving	ACE 11422 W Woodside San Jose 92071	3.0%	953331

TOTAL % SUBCONTRACTED 43.63%

Name of Bidder



## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is Bidder's Bond

(NOTICE: Insert the words "cash (\$ \_\_\_\_\_)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Lasater Construction Co., Inc

Jim Lasater - President

Vicky Lasater - Secretary/Treasurer

Jim Lasater - Manager

Licensed in accordance with an act providing for the registration of Contractors,

License No. 646878 Classification (s) A, B, Haz Exp. Date 8-31-15

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( Lasater Construction Co., Inc )  
Legal Name of Bidder

SIGN

HERE

by

Signature

(SEAL)

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 142 Hummingbird Hill, Encinitas, CA 92024

Telephone (760) 915-8944 Fax (760) 942-7808

E-Mail address JLasater44@Live.com

Dated Nov 20, 20 14, at Encinitas California.



BOND NO. N/A

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Lasater Construction Co., Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Amount Bid

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 11/6/2014 for  
DATE

**PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608**

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 4th day of November A.D. 2014

United Fire & Casualty Company

Lasater Construction Co., Inc.

Sioux Munyon, Attorney-In-Fact

Principal

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

COUNTY OF \*\*\*SEE ATTACHED\*\*\* )

ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me  
appeared \_\_\_\_\_ a notary public in and for said County and State personally  
known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_ the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

\_\_\_\_\_  
Notary Public In and for the County of

\_\_\_\_\_  
State of California

# California All-Purpose Acknowledgment

State of California

County of San Diego

} s.s.

On November 4, 2014 before me, Kimberley C. Miller, Notary Public  
Name of Notary Public, Title

personally appeared Sioux Munyon  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberley C. Miller  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☒ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint SIOUX MUNYON, INDIVIDUALLY of LAKESIDE CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 20th day of October, 2016 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 20th day of October, 2014

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 20th day of October, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 4th day of November, 2014.



By: *David A. Lange*

Secretary, UF&C  
Assistant Secretary, UF&I/FPIC



COUNTY OF SAN DIEGO

**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11-20-14 Bid/Offer No.: 1  
 PROJECT TITLE: Pine Valley Sports Field Project/Activity No.: Base Material  
 BIDDER/OFFEROR: Lasater Const. Co. Inc. Supply Patriot Inc  
 BIDDER/OFFEROR REPRESENTATIVE: Jim Lasater T = #1449580 Ken Malvey

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
16	CL 2" Perm 301217	Supply Patriot Inc Vendor 179 N Maple St. Corona Ca 92880 #1449580 714-916-5656	56,730"
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ 56,730"

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans <u>1</u>	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$ $\frac{56,730}{56,730} \times 100 = 3.1\%$	3% *See DVBE Participation information sections for further information.



## SECTION 10

### WPCP Certification and Acceptance

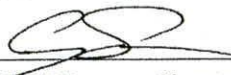
#### 10.1 Contractor's Certification and Acceptance by the Resident Engineer

##### WPCP PREPARER CERTIFICATION OF WPCP

"I certify that I have the qualifications and certifications specified for a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) shown in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002, Section VII, Training Qualifications and Certification Requirements.

I certify that this WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

  
WPCP Preparer Signature

Cory Schrack

Date

858-292-7770

WPCP Preparer Name

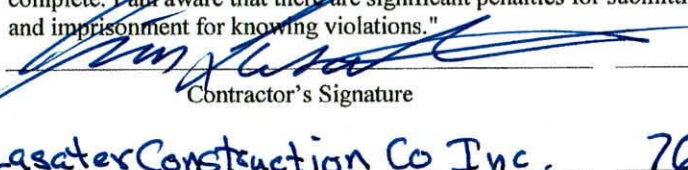
Telephone Number

QSD# 00975

WPCP Preparer Title

##### CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

  
Contractor's Signature

Date

11-20-14

Lasater Construction Co Inc.

Contractor's Name

760-815-8944

Telephone Number

President

Contractor's Title

Next  
Bid



New Century Construction, Inc.

9119 Emerald Grove Avenue

Lakeside, CA 92040

License # 614517 A, B

PN

SD CITY PURCH\*14 NOV 20 PM0154

#3

County of San Diego  
Purchasing & Contracting Dept.  
5560 Overland Ave. #270  
San Diego, Ca 92123

SEALED BID FOR: PINE VALLEY PARK BALL FIELDS

RFB 6649

ORACLE NO. 1006608



PARKS AND  
RECREATION  
COUNTY OF SAN DIEGO  
CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF  
PINE VALLEY PARK BALL FIELDS PROJECT  
ORACLE PROJECT NO. 1006608.  
REQUEST FOR BID NO. 6649

BID OPENING DATE: November 6, 2014 @ 2:00 pm

- NOV. 20, 2014 NEW DATE

## SPECIAL NOTICES

**Disabled Veterans Business Enterprise (DVBE):** Attention is directed to pages 1-18 through 1-20 of the contract documents concerning DVBE participation. These pages contain specific requirements for either meeting an established participation requirement of 3% or a Good Faith Effort (GFE). As a general statement, GFE submittals must include required individual solicitations of DVBE firms and appropriate supporting documentation.

**Addenda and Interpretations:** The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing and forwarded via email to [Bill.Saumier@sdcounty.ca.gov](mailto:Bill.Saumier@sdcounty.ca.gov) and PCO [Sarah.Castaneda@sdcounty.ca.gov](mailto:Sarah.Castaneda@sdcounty.ca.gov) and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County BuyNet website at <https://buynet.sdcounty.ca.gov>. It is the responsibility of all prospective bidders to check the County BuyNet website for any updates to contract documents. All addenda so issued shall become part of the Contract Documents.

**Plan Holders List:** All interested parties who would like to be placed on the plan holders list, please submit your information (company name, contact person, general or sub, address, phone and fax) in its entirety to [Bill.Saumier@sdcounty.ca.gov](mailto:Bill.Saumier@sdcounty.ca.gov) and PCO [Sarah.Castaneda@sdcounty.ca.gov](mailto:Sarah.Castaneda@sdcounty.ca.gov) on or before the due date for all RFIs. Plan holders list will be posted on BuyNet labeled "plan holders list" as a courtesy and is not a requirement of this solicitation. The County of San Diego makes no representation as to the accuracy or for the completeness of the plan holders list.



COUNTY OF SAN DIEGO  
DEPARTMENT OF PARKS AND RECREATION  
5500 OVERLAND AVENUE, SUITE 410  
SAN DIEGO, CALIFORNIA 92123-1061



**PART II**  
**DOCUMENTS TO BE EXECUTED BY BIDDER**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder NEW CENTURY CONSTRUCTION, INC.  
Business Address 9119 EMERALD GROVE AVE. LAKEVIEW, CA 92040  
Place of Residence LAKEVIEW, CA 92040

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 2-104, and 1-11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:



The County may deem non-responsive any bids that contain mathematical errors.

<b>BASE BID SCHEDULE:</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	60,000.-	60,000.-
2	Demolition, Removals, Clear & Grub	1	LS	128,000.-	128,000.-
3	Erosion Control	1	LS	30,000.-	30,000.-
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	140,000.-	140,000.-
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	85.-	49,980.-
6	3" Permeable Asphalt Concrete	588	Ton	145.-	85,260.-
7	Striping	1	LS	3,000.-	3,000.-
8	Signage	1	LS	2,800.-	2,800.-
9	Wheel Stops	40	EA	100.-	4,000.-
10	Stabilized DG	1	LS	20,000.-	20,000.-
11	Steel Bollards	4	EA	700.-	2,800.-
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	17,000.-	17,000.-
13	6" PCC Curb (RSD G-1)	1	LS	28,000.-	28,000.-
14	PCC Weir (Detail on Sheet 7)	1	EA	2,000.-	2,000.-
15	Flatwork (includes curb ramps)	1	LS	182,000.-	182,000.-
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	425,000.-	425,000.-
<b>SEWER:</b>					
17	Sewer	1	LS	9,000.-	9,000.-
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	500.-	2,000.-
19	24-inch Catch Basin	2	EA	1,500.-	3,000.-
20	3-ft wide PCC Flume	2	EA	55.-	110.-
21	6-inch Perforated PVC Storm Drain	137	LF	65.-	8,905.-
22	8-inch PVC Storm Drain	29	LF	125.-	3,625.-
23	10-inch PVC Storm Drain	329	LF	75.-	24,675.-

<b>BASE BID SCHEDULE (continued):</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	43.-	36,679.-
25	Headwall	3	EA	3,500.-	10,500.-
26	Rip Rap Energy Dissipater	5	EA	1,500.-	7,500.-
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	140.-	6,720.-
28	Steel Guardrail for Ramp	28	LF	160.-	4,480.-
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	5.-	6,500.-
30	8" Mow Curb Under Fence	1,050	LF	30.-	31,500.-
31	20-ft High CL Fence	226	LF	130.-	29,380.-
32	12-ft High CL Fence	314	LF	77.-	24,178.-
33	8-ft High CL Fence	614	LF	77.-	47,278.-
34	6-ft High CL Fence	86	LF	57.-	4,902.-
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	1,200.-	6,000.-
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	1,500.-	1,500.-
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3,500.-	3,500.-
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	2,200.-	2,200.-
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	50,000.-	50,000.-
40	PA System	1	LS	14,000.-	14,000.-
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	2,000.-	4,000.-
42	Bleachers	7	EA	7,000.-	49,000.-
43	Shade Structure Over Bleachers	7	EA	15,000.-	105,000.-



BASE BID SCHEDULE (continued):					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Little Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	89,000.-	89,000.-
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	60,000.-	60,000.-
46	Landscape	1	LS	74,000.-	74,000.-
<b>BASE BID TOTAL</b>					<b>1,898,972.-</b>

ADDITIVE ALTERNATES:					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	11,200.-	11,200.-
2	Portable Fence	486	LF	30.-	14,580.-
3	Visual Screen	430	LF	30.-	12,900.-
4	Permanent Soccer Lines	1	LS	11,000.-	11,000.-
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					<b>99,680.-</b>

**TOTAL BID** (Total Base Bid + Total Additive Alternates)

**\$ 1,998,652.-**

Name of Bidder New Century Construction, Inc.

## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California                    )  
  ) ss  
County of San Diego                )

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) LEE P. SHELBERG, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of (Company) NEW CENTURY CONST. INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER Lee P. Shelberg  
DATE 11-6-14



County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

**The following representations and certifications are to be completed, signed and returned with the offer.**

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the County of San Diego?** ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☒ Small Business Enterprise (SBE)

Certification #: 27737

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 100 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror, with any competitor, or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**

**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: LEE P. SHELBERG, II

Signature: [Signature]

Title: PRESIDENT

Date: 11/6/14

Company/Organization: NEW CENTURY CONST., INC.

Revised 07-09-14 **SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



### **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]



# **DESIGNATION OF SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
6	PERMEABLE ASPHALT CONCRETE	JAYCOR PO Box 21436 EL CAJON, CA 92024	3.6%	295999
39-40	ELECTRICAL	↓	2%	295999
4	SURVEYING	STUART ENG. 7525 METROPOLITAN DR. #308 S.D. 92108	.6%	RCE 27232
45-46	IRRIGATION & LANDSCAPE	COAST LANDSCAPING, INC. 2230 LA MIRADA DR. #B VISTA, CA 92081	5.8%	353359
43	SHADE STRUCTURE	USA SHADE & FABRIC STRUCTURES 350 KALMUS DR. COSTA MESA, CA 92626	4.3%	989458
11, 22, 28, 31-38, 41, 44	STEEL BOLLARD, RAILING & GUARDRAIL, Chain Link FENCE & GATE, DUGOUT, Foul POLES & ARCHED BACKSTOP	FENCE CORP INC. 2401 INDUSTRY ST. OCEASIDE, CA 92054	7.1%	886544
7-9	SIGNS/STRIPING, wheel stops	STATEWIDE STRIPES INC. P.O. Box 600710 S.D. 92160	.3%	788286
16	ARTIFICIAL TURF	CALIFORNIA TRAC & ENG. INC. 4668 N. SANJOA AVE. #101 FRESNO, CA 93722	1.9%	432676

TOTAL % SUBCONTRACTED 42.7%

Name of Bidder New Century Construction, Inc.

### DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder New Century Construction, Inc.



## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is BIDDER'S BOND

(NOTICE: Insert the words "cash (\$ 1070 )," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

NEW CENTURY CONSTRUCTION, INC.

LEE P. SHELBERG, II

PRESIDENT (HOLDS ALL OFFICES)

Licensed in accordance with an act providing for the registration of Contractors,

License No. 64517 Classification (s) A, B Exp. Date 9-30-16

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

New Century Construction, Inc.

( \_\_\_\_\_ )

Legal Name of Bidder

SIGN

HERE

by

Lee P. Shelberg, II  
LEE P. SHELBERG, II Signature

(SEAL)

PRESIDENT

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 9119 EMERALD GROVE AVE - LAKESIDE, CA 92040

Telephone 619-390-3300 Fax 619-390-3311

E-Mail address newcenturyconstruction@yahoo.com

Dated 11/6, 20 14, at LAKESIDE California.

**BIDDER'S BOND****KNOW ALL MEN BY THESE PRESENTS:**That we New Century Construction, Inc.

as Principal, and

SureTec Insurance Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid (10%)

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 11/6/14 for  
DATE

**PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608**

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 22nd day of October, A.D. 2014

SureTec Insurance Company(SEAL) New Century Construction, Inc.(SEAL)Dwight Reilly, Attorney-in-Fact(SEAL)LEE P. SHELLBERG II(SEAL)

Surety

Principal

See Attached

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_

}

ss

COUNTY OF \_\_\_\_\_

}

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me

appeared \_\_\_\_\_ a notary public in and for said County and State personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

Notary Public In and for the County of \_\_\_\_\_

\_\_\_\_\_, State of California



## ACKNOWLEDGMENT

State of California

County of Orange

On October 22, 2014 before me, Karen L. Ritto, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Reilly,  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Karen L. Ritto

(Seal)



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Bond No. NEWCE-356

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Andrew Waterbury

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

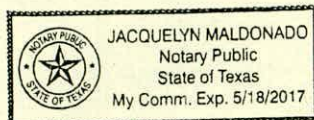
By: [Signature]  
John Knox Jr., President

State of Texas  
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 22nd day of October, 2014, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



COUNTY OF SAN DIEGO

**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11/18/14 <sup>WTS</sup> 11/20/14 Bid/Offer No.: RFB 6649  
 PROJECT TITLE: PINE VALLEY PARK BALL FIELDS Project/Activity No.: \_\_\_\_\_  
 BIDDER/OFFEROR: NEW CENTURY CONST., INC.  
 BIDDER/OFFEROR REPRESENTATIVE: LEE SHELBERG

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
6	PERMEABLE ASPHALT CONCRETE	JAYCOR PO Box 21436, ELCAJON, CA 92021 619-749-8360 DVBE # 1745359	71,871.24
39-40	ELECTRICAL	↓ DVBE # 1745359	39,000.-
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ 110,871.24

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$ $\text{ } \times 100 = \underline{5.55} \%$	3% *See DVBE Participation information sections for further information.

11/6/2014

BldSyno: The State of California: JAYCOR CONSTRUCTION TECHNOLOGIES, INC.



Department of  
**General Services**

BUILDING GREEN · BUYING GREEN · WORKING GREEN

**ADDAX ELECTRIC - #1745359****SUPPLIER PROFILE**

Legal Business Name JAYCOR CONSTRUCTION TECHNOLOGIES, INC.  
 Doing Business As ADDAX ELECTRIC  
 Address P.O. Box 21436 Phone (619) 749-8360  
 EL CAJON, CA 92021 FAX (619) 749-8390  
 Email [joandv@addaxelectric.com](mailto:joandv@addaxelectric.com)  
 Web Page <http://addaxelectric.com>  
 Business Types Construction  
 Service Areas Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura,  
 Keywords electrical, tv, data, fiber optic, access  
 control, cctv, monitoring, asphalt, concrete, curb, gutters, sidewalks, roads, parking  
 lots, driveways, excavation, ADA improvements, dry utilities, demo/removal, grading, site  
 restore, striping/signage  
 Construction License Types A - General Engineering  
 C-10 - Electrical (general)  
 Classifications 721033 - Infrastructure maintenance and repair services  
 721214 - Specialized public building construction services  
 721411 - Infrastructure building and surfacing and paving services

**Active Certifications**

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Sep 20, 2012	Sep 30, 2016
DVBE	Approved	Oct 19, 2012	Sep 30, 2016

**Certification History**

TYPE	STATUS	FROM	TO
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**PART IIA**

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL  
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS  
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT  
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB  
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-15) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met. These documents cannot be submitted in lieu of page 2-15, but may supplement page 2-15).

COUNTY OF SAN DIEGO  
DVBE "Good Faith Effort" Package

Documentation of Good Faith Effort  
(Due within two (2) days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: \_\_\_\_\_  
\_\_\_\_\_

Bid/Offer No.: \_\_\_\_\_

Project Title: PINE VALLEY PARK BALL FIELDS PROJECT  
Project/Activity No.: 1006608

Bidder/Offeror: \_\_\_\_\_  
\_\_\_\_\_

Bidder/Offeror Representative: \_\_\_\_\_  
\_\_\_\_\_

3% DVBE  
goal  
mandatory

Please check off the following to insure you have included them in your documentation:

- ☐ Documentation of "Good Faith Effort" (3 pages including this page)
- ☐ Attachment of Any Additional Supporting Documentation



**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

**PART THREE**

**DOCUMENTATION OF GOOD FAITH EFFORT**

Identification of (1) all DVBEs who submitted bids or quotations prime contractor bid submittal (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)



Next  
Bid

Western Rim Constructors, Inc.  
912 S. Andreasen Drive Suite 108  
Escondido, CA 92029

License #790623 A,B,C-27

SD CITY PURCH 14 NOV 20 PM 01:55

PK

#4

County of San Diego  
Department of Purchasing and Contr  
5560 Overland Avenue, Suite 2  
San Diego, CA 92123



**PART II**  
**DOCUMENTS TO BE EXECUTED BY BIDDER**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder Western Rim Constructors, Inc.  
Business Address 912 S Andreasen Dr., Ste. 102, Escondido, CA 92029  
Place of Residence Fullbrook, CA

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:



**The County may deem non-responsive any bids that contain mathematical errors.**

<b>BASE BID SCHEDULE:</b>					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	106,305.95	106,305.95
2	Demolition, Removals, Clear & Grub	1	LS	49,951.48	49,951.48
3	Erosion Control	1	LS	27,362.84	27,362.84
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	61,773.79	61,773.79
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	142.65	83,878.20
6	3" Permeable Asphalt Concrete	588	Ton	107.86	63,421.68
7	Striping	1	LS	2,323.81	2,323.81
8	Signage	1	LS	2,091.43	2,091.43
9	Wheel Stops	40	EA	69.71	2,788.40
10	Stabilized DG	1	LS	23,491.36	23,491.36
11	Steel Bollards	4	EA	464.76	1,859.04
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	13,917.33	13,917.33
13	6" PCC Curb (RSD G-1)	1	LS	20,734.22	20,734.22
14	PCC Weir (Detail on Sheet 7)	1	EA	1,163.11	1,163.11
15	Flatwork (includes curb ramps)	1	LS	116,964.80	116,964.80
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	660,908.88	660,908.88
<b>SEWER:</b>					
17	Sewer	1	LS	8,714.28	8,714.28
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	1,113.73	4,454.92
19	24-inch Catch Basin	2	EA	2,126.76	4,253.52
20	3-ft wide PCC Flume	2	EA	1,045.16	2,090.32
21	6-inch Perforated PVC Storm Drain	137	LF	28.60	3,918.20
22	8-inch PVC Storm Drain	29	LF	34.86	1,010.94
23	10-inch PVC Storm Drain	329	LF	45.18	14,864.22

<b>BASE BID SCHEDULE (continued):</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT \$</b>	<b>TOTAL</b>
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	25.24	21,529.72
25	Headwall	3	EA	1,742.86	5,228.58
26	Rip Rap Energy Dissipater	5	EA	1,124.96	5,624.80
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	122.00	5,856.00
28	Steel Guardrail for Ramp	28	LF	162.09	4,538.52
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	3.86	5,018.00
30	8" Mow Curb Under Fence	1,050	LF	21.61	22,690.50
31	20-ft High CL Fence	226	LF	124.81	28,207.06
32	12-ft High CL Fence	314	LF	66.64	20,924.96
33	8-ft High CL Fence	614	LF	43.75	26,862.50
34	6-ft High CL Fence	86	LF	44.15	3,796.90
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	929.52	4,647.60
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	1,161.90	1,161.90
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3,369.52	3,369.52
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	2,149.52	2,149.52
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	38,923.79	38,923.79
40	PA System	1	LS	11,851.42	11,851.42
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	5,922.22	11,844.44
42	Bleachers	7	EA	5,176.95	36,238.65
43	Shade Structure Over Bleachers	7	EA	14,266.02	99,862.14



**BASE BID SCHEDULE (continued):**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Littler Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	74,994.42	74,994.42
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	65,299.01	65,299.01
46	Landscape	1	LS	46,476.16	46,476.16
<b>BASE BID TOTAL</b>					<b>1,845,338.83</b>

**ADDITIVE ALTERNATES:**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	45,000.00	45,000.00
2	Portable Fence	486	LF	17.99	8,743.14
3	Visual Screen	430	LF	4.37	1,879.10
4	Permanent Soccer Lines	1	LS	10,078.42	10,078.42
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					<b>116,535.80</b>

**TOTAL BID** (Total Base Bid + Total Additive Alternates)\$ 1,961,874.63

Name of Bidder

Western Rim Constructors, Inc.

## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. The County may deem non-responsive any bids that contain mathematical errors.

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California            )  
  ) ss  
  )  
County of San Diego         )

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) Ray C Samuelson, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Western Rim Constructors Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 

DATE 11/6/14



County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government  
Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the County of San Diego?** ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☒ Small Business Enterprise (SBE)

Certification #: 25140

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** \_\_\_\_\_%

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**

**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Ray C Samuelson

Signature: \_\_\_\_\_

Title: President

Date: 11/6/14

Company/Organization: Western Rim Constructors, Inc.

Revised 07-09-14

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



## **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]



# DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
39, 40, 45 - partial	ELECTRICAL	ALE ELECTRIC SAN DIEGO, CA	3%	835109
17, 18, 71-73, 43, 46, 47	FENCING	FENCE CORP. OLEANSIDE, CA	7%	886544
6	ASPHALT	SEALRIGHT PAVING SPRING VALLEY, CA	3%	364113
5	BASE	O.A.R. INDUSTRIES SAN DIEGO, CA	3%	<del>883268</del> PS 097445
7-9, 11	STRIPING AND SIGNS	STATEWIDE STRIPES SAN DIEGO, CA	0.5%	788286
43	SHADE STRUCTURES	U.I.A. SHADE COSTA MESA, CA	5%	989458
16 - partial	SYNTHETIC TURF	CALIFORNIA TRAIL AND ENGINEERING FRESNO, CA	21%	432676

TOTAL % SUBCONTRACTED 44.5%

Name of Bidder Western Rim Constructors, Inc.

## DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder Western Rim Constructors, Inc.



## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is Bidder's Bond

(NOTICE: Insert the words "cash (\$ Bidder's Bond )," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Western Rim Constructors, Inc.

Ray C Samuelson, President, Secretary, Treasurer

Licensed in accordance with an act providing for the registration of Contractors,

License No. 799623 Classification (s) A, B, C-27 Exp. Date 8/31/15

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( Western Rim Constructors, Inc. )

Legal Name of Bidder

SIGN

HERE

by



Signature

(SEAL)

President

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 912 S Andreasen Dr., Ste. 108, Escandido, CA 92029

Telephone (760) 489 4328 Fax (760) 489 4304

E-Mail address Scroth@westernrim.net

Dated November 6, 20 14, at Escandido California.

BOND NO. \_\_\_\_\_

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we WESTERN RIM CONSTRUCTORS, INC.

as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF GREATER AMOUNT BID

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on NOVEMBER 18, 2014 for  
DATE

**PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608**

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 17TH day of NOVEMBER A.D. 2014

BY: <u>Mark D. Tatarola</u>	(SEAL)	<u>WESTERN RIM CONSTRUCTORS, INC.</u>	(SEAL)
MARK D. TATAROLA, ATTORNEY-IN-FACT	(SEAL)	BY: <u>[Signature]</u>	(SEAL)
Surety		RAY C. SAMUELSON, PRESIDENT	(SEAL)
		Principal	

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me  
appeared \_\_\_\_\_ a notary public in and for said County and State personally  
known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_ the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

\_\_\_\_\_  
Notary Public In and for the County of

\_\_\_\_\_  
State of California



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 11/17/14  
Date

before me,

Sandra Roth, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Ray C Samuelson  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

[Signature]

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 11/17/2014 before me, MICHELLE M. BASUIL, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Michelle M. Basuil  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9<sup>th</sup> day of May, 2014.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 9<sup>th</sup> day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17<sup>th</sup> day of NOVEMBER, 2014.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

COUNTY OF SAN DIEGO

**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ Project/Activity No.: \_\_\_\_\_

BIDDER/OFFEROR: \_\_\_\_\_

BIDDER/OFFEROR REPRESENTATIVE: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.



**PART IIA**

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL  
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS  
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT  
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB  
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-15) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met. These documents cannot be submitted in lieu of page 2-15, but may supplement page 2-15).

COUNTY OF SAN DIEGO  
**DVBE "Good Faith Effort" Package**

**Documentation of Good Faith Effort**  
**(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: \_\_\_\_\_  
\_\_\_\_\_

Bid/Offer No.: \_\_\_\_\_

Project Title: PINE VALLEY PARK BALL FIELDS PROJECT  
Project/Activity No.: 1006608

Bidder/Offeror: \_\_\_\_\_  
\_\_\_\_\_

Bidder/Offeror Representative: \_\_\_\_\_  
\_\_\_\_\_

Please check off the following to insure you have included them in your documentation:

- ☐ Documentation of "Good Faith Effort" (3 pages including this page)
- ☐ Attachment of Any Additional Supporting Documentation



**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

**PART THREE**

**DOCUMENTATION OF GOOD FAITH EFFORT**

Identification of (1) all DVBEs who submitted bids or quotations prime contractor bid submittal (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)



END OF SECTION

Next

Bid



**Bid Proposal Submitted By:**

Ohno Construction Company

16398 Boyle Ave.

Fontana, CA 92337

619-278-8824

ohnocc@comcast.net

License # 833470 - A, B, C-12, C-27 & D-12

pn #5

SAN COUNTY PURCH \*14 NOV 20 PM 01:55

County of San Diego, Department of Purchasing & Contracting

RFB 6649, PINE VALLEY PARK BALL FIELDS PROJECT

ORACLE PROJECT NO. 1006608

5560 Overland Ave., Suite 270

San Diego, CA 92123

RFB 6649

**BID FOR: PINE VALLEY PARK BALL FIELDS PROJECT**

**BID DUE: THRS., 11/20/14**

**TIME DUE: 2PM**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
PINE VALLEY PARK BALL FIELDS PROJECT  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder Ohno Construction Company  
Business Address 16174 Boyle Avenue, Fontana, CA 92337  
Place of Residence 16174 Boyle Avenue, Fontana, CA 92337

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1,2,3,4,5,6,7,8,9, and 10, 11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:



The County may deem non-responsive any bids that contain mathematical errors.

BASE BID SCHEDULE:					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	252,000	252,000
2	Demolition, Removals, Clear & Grub	1	LS	40,000-	40,000-
3	Erosion Control	1	LS	30,000-	30,000-
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	200,000-	200,000-
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	100-	58,800-
6	3" Permeable Asphalt Concrete	588	Ton	118-	69,384-
7	Striping	1	LS	2,500-	2,500-
8	Signage	1	LS	2,100-	2,100-
9	Wheel Stops	40	EA	62-	2,480-
10	Stabilized DG	1	LS	14,000-	14,000-
11	Steel Bollards	4	EA	330-	1,320-
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	14,000-	14,000-
13	6" PCC Curb (RSD G-1)	1	LS	23,000-	23,000-
14	PCC Weir (Detail on Sheet 7)	1	EA	8,500-	8,500-
15	Flatwork (includes curb ramps)	1	LS	123,000-	123,000-
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	620,000	620,000
<b>SEWER:</b>					
17	Sewer	1	LS	7,500-	7,500-
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	440	1,760-
19	24-inch Catch Basin	2	EA	1,320-	2,640-
20	3-ft wide PCC Flume	2	EA	3,600-	7,200-
21	6-inch Perforated PVC Storm Drain	137	LF	80-	10,960-
22	8-inch PVC Storm Drain	29	LF	73-	2,117-
23	10-inch PVC Storm Drain	329	LF	76-	25,004-



BASE BID SCHEDULE (continued):					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	43-	36,679-
25	Headwall	3	EA	4,500-	13,500-
26	Rip Rap Energy Dissipater	5	EA	1,900-	9,500-
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	150-	7,200-
28	Steel Guardrail for Ramp	28	LF	150-	4,200-
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	4-	5,200-
30	8" Mow Curb Under Fence	1,050	LF	24-	25,200-
31	20-ft High CL Fence	226	LF	194-	43,844-
32	12-ft High CL Fence	314	LF	59-	18,526-
33	8-ft High CL Fence	614	LF	38-	23,332-
34	6-ft High CL Fence	86	LF	32-	2,752-
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	990-	4,950-
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	1,050-	1,050-
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3,740-	3,740-
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	2,150-	2,150-
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	55,000-	55,000-
40	PA System	1	LS	11,000-	11,000-
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	7,030-	14,060-
42	Bleachers	7	EA	5,400-	37,800-
43	Shade Structure Over Bleachers	7	EA	14,650	102,550



**BASE BID SCHEDULE (continued):**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Little Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	95,000-	95,000-
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	60,000-	60,000-
46	Landscape	1	LS	75,000-	75,000-
<b>BASE BID TOTAL</b>					<b>2,170,498-</b>

**ADDITIVE ALTERNATES:**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	44,000	44,000
2	Portable Fence	486	LF	21-	10,206-
3	Visual Screen	430	LF	11-	4,730-
4	Permanent Soccer Lines	1	LS	8,150-	8,150-
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					<b>117,086-</b>

**TOTAL BID** (Total Base Bid + Total Additive Alternates)\$ **2,287,584<sup>00</sup>**Name of Bidder Ohno Construction Company

## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

**Award of the Contract**, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be to the lowest responsible bidder, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California )  
 ) ss  
San Bernardino )  
County of ~~San Diego~~ )

Richard Brangwin

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) \_\_\_\_\_, being first duly sworn, deposes and says that he or she is (Title) vice President of (Company) Ohno Construction Company the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

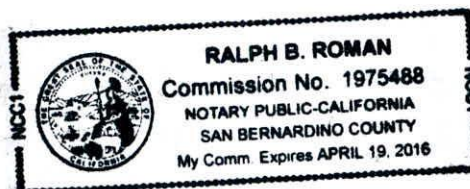
I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER

Richard Brangwin  
Richard Brangwin

DATE Nov. 6, 2014

State of California, County of San Bernardino  
Subscribed and sworn to (or affirmed) before me on this  
day of November, 2014 by  
Richard Brangwin  
proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me  
Signature \_\_\_\_\_ (seal)





County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☐ Yes ☒ No

**3.2. Are you a local business with a physical address within the County of San Diego?** ☐ Yes ☒ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☐ Small Business Enterprise (SBE)

Certification #: \_\_\_\_\_

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 90 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**

**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Richard Brangwin

Signature: [Signature]

Title: Vice President

Date: Nov. 6, 2014

Company/Organization: \_\_\_\_\_

Revised 07-09-14 **SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



### DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]



# DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
39 + 40	ELECTRICAL	ACE ELECTRIC 6061 FAIRMOUNT AVE SAN DIEGO, CA 92120	2.63%	835109
5 + 6	AC PAVING	ONYX PAVING 2890 E LACRESTA AVE ANAHEIM, CA 92806	4.71%	630360
27, 28 31-38	FENCING	LIGHTNING FENCE 15540 EL CAMINO ENTRADA POWAY, CA 92064	5.50%	757458
12-15	CONCRETE	MORELLO CONCRETE 8534 HUBBLEF LANE SANTEE, CA 92071	7.12%	615793
<del>11</del>	<del>SURF</del>	<del>J+B ENGINEERING 13670 DANIELSON ST. SUITE G POWAY, CA 92064</del>	<del>.53%</del>	<del>B</del>
7-9	<del>CANON COATINGS</del> STRIPING	CANON COATINGS 4051-B 1830 5TH ST. NORCO, CA 92860	.28%	405188
17-19 + 21-26	UNDERGROUND	ATRENS MECHANICAL 5959 MISSION GORGE AVE SUITE 204 SAN DIEGO 92120	4.32%	957287

TOTAL % SUBCONTRACTED

~~25.01%~~  
24.48%

Name of Bidder Ohno Construction Company

DESIGNATION OF SUBCONTRACTORS

[illegible]

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder Ohno Construction Company



## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is Bidder's Bond

(NOTICE: Insert the words "cash (\$ \_\_\_\_\_)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Legal Name of Corporation: Ohno Construction Company

President: Yoshio Ohno, Secretary: Barbara Ohno, COO (Treasurer/Manager): Michio Marcus Ohno

Licensed in accordance with an act providing for the registration of Contractors,

License No. 833470 Classification (s) A, B, C-12, C-27, D-12 Exp. Date 3-31-2016

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( Ohno Construction Company )

Legal Name of Bidder

SIGN

HERE

by



Signature Richard Brangwin

(SEAL)

Vice President

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 16174 Boyle Avenue, Fontana, CA 92337

Telephone (619) 278-8824 Fax (206) 324-8063

E-Mail address ohnocc@comcast.net

Dated Nov. 6, 20 14, at Fontana California.

BOND NO. N/A

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Ohno Construction Company  
as Principal, and Travelers Casualty and Surety Company of America  
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent (10%) of the total amount bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 11/6/2014 for  
DATE

PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 6th day of November A.D. 20 14

Travelers Casualty and Surety Company of America (SEAL) Ohno Construction Company (SEAL)  
Jim S. Kuich, Attorney-in-fact (SEAL) RICHARD BEANGUAN, JR. (SEAL)  
Surety Principal

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF WA )  
COUNTY OF KING ) ss

On this 6th day of November in the year 2014, before me  
Julie M. Glover, a notary public in and for said County and State personally  
appeared Jim S. Kuich, known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact. \*Travelers Casualty and Surety Company of America

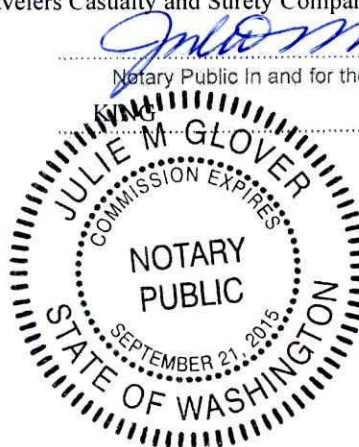
NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

Julie M. Glover  
Notary Public In and for the County of

Washington  
State of ~~CANADA~~

9/12/14

2-14



PART 1 / RFB #6649





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228051

Certificate No. 005968627

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Jakielski, Julie M. Glover, S.M. Scott, Steven K. Bush, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kuich, Chad M. Eppler, Steve Wagner, and Theresa A. Lamb

of the City of Bothell, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2014.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 30th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



  
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6<sup>th</sup> day of November, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



COUNTY OF SAN DIEGO

**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: Nov. 6, 2014 Bid/Offer No.: 6649  
 PROJECT TITLE: Pine Valley Park Ball Fields Project Project/Activity No.: Oracle Project No. 1006608  
 BIDDER/OFFEROR: Ohno Construction Company  
 BIDDER/OFFEROR REPRESENTATIVE: Richard Brangwin, VP

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
7-9	STRIPING SIGNAGE	CANON COATINGS 1830 5th ST. NORCO, CA 92860 (951) 735-4119 Cert# 1739966	6,384-
17-19 21-26	UNDERGROUND	AHRENS MECHANICAL 5959 MISSION VILLAGE RD. SUITE 204 SAN DIEGO, CA 92120 (619) 487 9036 [1544620 Cert#]	98,583-
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ 104,967-

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$ $\text{ } \times 100 = 4.6\%$	3% *See DVBE Participation information sections for further information.

**PART IIA**

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL  
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS  
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT  
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB  
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-15) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met. These documents cannot be submitted in lieu of page 2-15, but may supplement page 2-15).



COUNTY OF SAN DIEGO  
DVBE "Good Faith Effort" Package

Documentation of Good Faith Effort  
(Due within two (2) days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: Nov. 6, 2014 Bid/Offer No.: 6649

Project Title: PINE VALLEY PARK BALL FIELDS PROJECT  
Project/Activity No.: 1006608

Bidder/Offeror: Ohno Construction Company

Bidder/Offeror Representative: Richard Brangwin, VP

Please check off the following to insure you have included them in your documentation:

- ☒ Documentation of "Good Faith Effort" (3 pages including this page)
- ☒ Attachment of Any Additional Supporting Documentation

**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. <u>PLEASE SEE ATTACHED</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



## PINE VALLEY DVBE CONTACTS

Company Name	Date of Contact	Responded?
Ahrens Mechanical	10/31/2014, by email, Called on 11/5/2014	yes
G. Scott Asphalt, Inc.	10/31/2014, by email, Called on 11/5/2014	yes
SGV Enterprises	10/31/2014, by email, Called on 11/5/2014	no
LGM Construction Co., Inc	10/31/2014, by email, Called on 11/5/2014	yes
Marne Construction (DVBE comp under J&M)	10/31/2014, by email, Called on 11/5/2014	yes
Sand Dollar Construction	10/31/2014, by email, Called on 11/5/2014	no
S & S Fence Co.	10/31/2014, by email, Called on 11/5/2014	yes
Team West Contracting	10/31/2014, by email, Called on 11/5/2014	yes
Buena Vista Landscape	10/31/2014, by email, Called on 11/5/2014	no
Merino Landscape	10/31/2014, by email, Called on 11/5/2014	no
Phazer Electric	10/31/2014, by email, Called on 11/5/2014	yes
RBT Electric	10/31/2014, by email, Called on 11/5/2014	yes
Reilly Electric Co.	10/31/2014, by email, Called on 11/5/2014	no
TSF Construction Services, Inc.	10/31/2014, by email, Called on 11/5/2014	yes
Patriot Reinforcing Steel, Inc.	10/31/2014, by email, Called on 11/5/2014	no

DOCUMENTATION OF GOOD FAITH EFFORT

[illegible]



# CA - PROJECT BID REQUEST

November 3, 2014

Ohno Construction invites your firm to submit a bid for the following project:

**County of San Diego – Pine Valley Sports Field**  
28810 Old Highway 80, Pine Valley, California 91962



## PROJECT DESCRIPTION:

The Pine Valley Sports Field Ball Fields Project consists of demolition of two existing non-irrigated dirt baseball ball fields, chain link fence, bleachers and adjacent parking areas and construction of a new full-size artificial turf multi-use field with fencing, backstops, scoreboard, bleachers, dugouts, moveable soccer goals, ADA accessible concrete walkways, permeable asphalt paving, striping, landscape and irrigation. The County's estimate for this public work project is from \$1,300,000 to \$1,500,000.

## BID OPENING DATE: November 6, 2014 @ 2:00 pm

Proposals may be emailed to the Estimating Department at [estimating@ohnoconstruction.com](mailto:estimating@ohnoconstruction.com) or faxed to 619-278-8761. Quotes are required at least 2 hours prior to bid time. Proposals received after the Bid Due Date and Time will NOT be considered.

## BID DOCUMENTS:

Bid documents are available for download from our website. To access these documents:

1. Go to: [www.ohnoconstruction.com](http://www.ohnoconstruction.com)
2. Click on: Estimating from the navigation bar near top of home page
3. Click on: California under Current Projects Bidding near left of page
4. Enter Email: [caprojects@ohnocc.com](mailto:caprojects@ohnocc.com)
5. Enter Password: landscape

Bid documents are provided for your reference only. All takeoff quantities provided by Ohno Construction are for your convenience only. Subcontractors and suppliers are responsible for obtaining all of the information necessary to provide a responsible and accurate quote.

## STANDARD REQUIREMENTS:

By submitting a proposal, the bidder acknowledges and agrees to all of the following terms: Proposer has carefully examined ALL the bidding documents/Addenda and that, from his/her own investigation, they have satisfied themselves as to the nature and location of the work. Ohno's listing of a subcontractor is not an acceptance of any or all of that subcontractor's conditions, qualifications, exclusions, or exceptions included in the subcontractor's bid proposal. Ohno is relying on the price submitted in the subcontractor's proposal as an all-inclusive price for its trade scope found in the plans and specifications regardless of qualifying language in the proposal. Inconsistent bid terms and conditions shall be void. Break outs of any portion of work is permitted as long as specifically and conspicuously called out on proposal. If selected, proposer is prepared to sign a subcontract with Ohno per Ohno's standard subcontract agreement. A copy of Ohno's standard subcontract agreement is available at its office locations or upon written request. Ohno Construction reserves the right to request that performance and payment bonds assuring subcontractor's obligations to Ohno in the amount of 100 percent of the bid to Ohno. Ohno will reimburse the bond premium at actual cost not to exceed 2%. The surety must be a California admitted surety. Insurance must name Ohno as additionally insured and be in an amount required by the specifications.

## BID RESPONSE:

Please return your Bid Response to the Estimating Department by email at [estimating@ohnoconstruction.com](mailto:estimating@ohnoconstruction.com) or by fax to 619-278-8761. Ohno Construction Company is an equal opportunity employer and encourages minority, women, veteran, small, and disadvantaged businesses to submit proposals.

Our firm will be providing a bid for this project:

YES

☐

NO

☐

CONTACT:

PHONE:

COMPANY:

FAX:

SCOPE COVERED:

EMAIL:

## Consent in Lieu of Special Meeting of Directors

In accordance with the provisions of the Washington Business Corporation Act for unanimous consent of the directors in lieu of meetings, and for waiver of notice thereof, the undersigned, being all the directors of Ohno Construction Company hereby, expressly in lieu of a special meeting of directors, consent to and approve the resolutions set forth below.

RESOLVED, That Michio Marcus Ohno (aka "Marcus Ohno") is unanimously elected to the office of Chief Operating Officer to hold office until the next annual meeting of directors or until his successor shall have been elected and qualified.

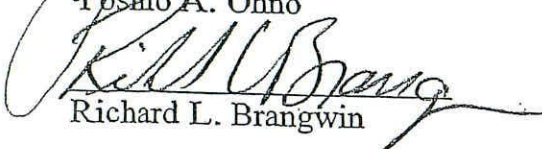
RESOLVED, That the following persons are authorized to sign contracts on behalf of the Corporation:


Yoshio Ohno, President  
Richard L. Brangwin, Vice President  
Barbara Ohno, Secretary  
Jeffrey Byerly  
- Marcus Ohno, Chief Operating Officer -


SIGNED AND DATED as of August 29, 2012.

DIRECTORS:

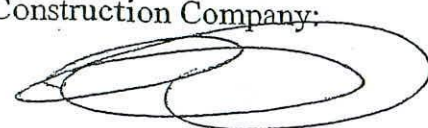
  
Yoshio A. Ohno

  
Richard L. Brangwin

  
John Falk

  
Barbara Ohno

Certified to be a true copy of a resolution duly adopted by the Board of Directors of Ohno Construction Company:

  
Barbara Ohno, corporate secretary

Date: 9-4-12

Corporate Seal



Next

Bid

STRAIGHT LINE  
GENERAL CONTRACTORS, INC.  
4747 Oceanside Blvd, Ste. C  
Oceanside, CA 92056

Thoms

Lic. # 760964 / B, C-8, A

ph

ST. COUNTY PURCH \* 14 NOV 20 PM 01:57

#6

COUNTY OF SAN DIEGO  
DEPT. OF PURCHASING AND CONTRACTING  
FRONT DESK  
5560 OVERLAND AVE., SUITE 270  
SAN DIEGO, CA 92123-1294

RFB NO. 6649/Pine Valley Park Ball Fields  
Bid Date: Tuesday, November 18, 2014, at 2:00 pm  
ADDENDUMS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11



STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder Straight Line General Contractors, Inc.  
Business Address 4747 Oceanside Boulevard, Suite C, Oceanside, CA 92056  
Place of Residence 29852 Kirsten Lane, Vista, CA 92084

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, 3, 4, 5, 6 and 7, 8, 9, 10, and 11, also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain mathematical errors.

BASE BID SCHEDULE:					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	55620	55620
2	Demolition, Removals, Clear & Grub	1	LS	16200	16200
3	Erosion Control	1	LS	1650	1650
EARTHWORK					
4	Earthwork & Grading	1	LS	94500	94500
PARKING LOT & ACCESS ROAD:					
5	Class 4 AB (parking lot pavement only)	588	CY	106 <del>288</del>	62328
6	3" Permeable Asphalt Concrete	588	Ton	118	69384
7	Striping	1	LS	810	810
8	Signage	1	LS	925	925
9	Wheel Stops	40	EA	49	1960
10	Stabilized DG	1	LS	23544	23544
11	Steel Bollards	4	EA	432	1728
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	12960	12960
13	6" PCC Curb (RSD G-1)	1	LS	21859	21859
14	PCC Weir (Detail on Sheet 7)	1	EA	1350	1350
15	Flatwork (includes curb ramps)	1	LS	145865	145865
BALL FIELD:					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	574020	574020
SEWER:					
17	Sewer	1	LS	8910	8910
DRAINAGE:					
18	12-inch Catch Basin in Planter	4	EA	1296	5184
19	24-inch Catch Basin	2	EA	1944	3888
20	3-ft wide PCC Flume	2	EA	810	1620
21	6-inch Perforated PVC Storm Drain	137	LF	42	5754
22	8-inch PVC Storm Drain	29	LF	47	1363
23	10-inch PVC Storm Drain	329	LF	50	16450



BASE BID SCHEDULE (continued):					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	24	20,472
25	Headwall	3	EA	2,484	7,452
26	Rip Rap Energy Dissipater	5	EA	1,296	6,480
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	55	2,640
28	Steel Guardrail for Ramp	28	LF	84	2,352
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	2	2,600
30	8" Mow Curb Under Fence	1,050	LF	16.50	17,325
31	20-ft High CL Fence	226	LF	170	38,420
32	12-ft High CL Fence	314	LF	40	12,560
33	8-ft High CL Fence	614	LF	37	22,718
34	6-ft High CL Fence	86	LF	30	2,580
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	625	3,125
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	730	730
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3,610	3,610
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	1,725	1,725
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	45,385	45,385
40	PA System	1	LS	6,480	6,480
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	4,195	8,390
42	Bleachers	7	EA	4,130	28,910
43	Shade Structure Over Bleachers	7	EA	13,260	92,820

BASE BID SCHEDULE (continued):					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Litter Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	18,035	18,035
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	41,250	41,250
46	Landscape	1	LS	53,730	53,730
<b>BASE BID TOTAL</b>					1,627,661

ADDITIVE ALTERNATES:					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	18,600	18,600
2	Portable Fence	486	LF	16	7,776
3	Visual Screen	430	LF	6	2,580
4	Permanent Soccer Lines	1	LS	9,465	9,465
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					88,421

**TOTAL BID** (Total Base Bid + Total Additive Alternates)

\$ 1,716,082

Name of Bidder Straight Line General Contractors, Inc.



## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

**Award of the Contract**, if awarded, will be to the lowest responsible bidder, for the **base bid plus any combination of the additive alternates**, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be to the lowest responsible bidder, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.



**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

State of California            )  
  )   ss  
  )  
County of San Diego         )

David A. Williams

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) \_\_\_\_\_, being first duly sworn, deposes and says that he or she is (Title) President \_\_\_\_\_ of (Company) Straight Line GC, Inc. \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER \_\_\_\_\_

David A. Williams

DATE November 5, 2014 \_\_\_\_\_



**County of San Diego  
Department of Purchasing and Contracting  
REPRESENTATIONS AND CERTIFICATIONS**

**The following representations and certifications are to be completed, signed and returned with the offer.**

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the**

County of San Diego? ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☒ Small Business Enterprise (SBE)

Certification #: 1012680

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 25 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

**4.2.** Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

**4.3** Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

**4.4** Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**4.5** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

**4.6** Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**4.7** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

**6.2.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

**6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: David A. Williams

Title: President

Company/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: November 5, 2014



## **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]

# **DESIGNATION OF SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
	GRADING	Johnston Tractor 1825 Highland View Alpine CA 91901	9.8%	833490
	Ac PAVING	ANGUS ASPHALT 4959 PROSPECT AVE SANTEE CA 92071	13.5%	523300
	ARTIFICIAL TURF	California Tractor 4664 N. Sonora Ave Fresno CA 93722	22.2%	432676
	PLUMBING	ADVANCED PLUMBING PO BOX 1706 EL CAJON CA 92022	4%	272577
	ROBAR	QUALITY REINFORCING 13775 BRUCE ST POWAY CA 92064	1%	683317

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder Straight Line General Contractors, Inc.



# **DESIGNATION OF SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
	CHAIN LINK FENCING	ALL TIME FENCE 2301 AUTO PARKWAY ESCONDIDO CA 92029	5.4%	810637
	ELECTRICIAN	ELECTRICAL SYSTEM SOLUTIONS PO BOX 712243 SAN DIEGO CA 92171	1.3%	915070
	SHADE STRUCTURES	USA SHADE STRUCTURE 350 KALMUS DR COSTA MESA 92626	4.9%	989 458
	LANDSCAPING	CUTTING EDGE LANDSCAPE 24808 SANBURY DR VALLEY CENTER CA 92082	5.5%	981137

TOTAL % SUBCONTRACTED 67.5%

Name of Bidder Straight Line General Contractors, Inc.

## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is Straight Line General Contractors, Inc.

(NOTICE: Insert the words "cash (\$ 171,608 *One Hundred Seventy One Thousand Six Hundred Eight dollars*)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*  
Straight Line General Contractors, Inc.

David A. Williams - President, Secretary, Treasurer and Manager

Licensed in accordance with an act providing for the registration of Contractors,

License No. 760964 Classification (s) B, C-8, A Exp. Date 03/31/15

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( David A. Williams )

Legal Name of Bidder

SIGN

HERE

by

Signature

(SEAL)

President

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 4747 Oceanside Boulevard, Suite C, Oceanside, CA 92056

Telephone ( 760 ) 630-7112 Fax ( 760 ) 630-7662

E-Mail address dave@slgcinc.net

Dated November 5, 20 14, at Oceanside California.



BOND NO. N/A

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Straight Line General Contractors, Inc.

as Principal, and Old Republic Insurance Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of Bid Amount

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on November 6, 2014 for  
DATE

PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 15th day of October A.D. 2014

Old Republic Insurance Company	(SEAL)	Straight Line General Contractors, Inc.	(SEAL)
By <u>Audrey Rodriguez</u>	(SEAL)	By <u>David A. Williams</u>	(SEAL)
Audrey Rodriguez, Attorney-In-Fact	(SEAL)	David A. Williams	(SEAL)
Surety		Principal	

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF ..... )  
COUNTY OF ..... ) ss See attached California all purpose acknowledgment.

On this ..... day of ..... in the year 20..... before me  
..... a notary public in and for said County and State personally  
appeared ..... known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the ..... the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

Notary Public In and for the County of

..... State of California

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

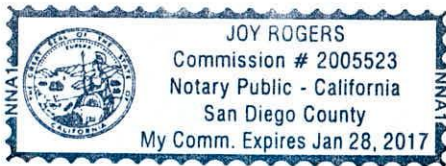
State of California

County of San Diego

On October 15, 2014 before me, Joy Rogers, Notary Public

personally appeared Audrey Rodriguez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ MEMBER of LLC
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SURETY

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

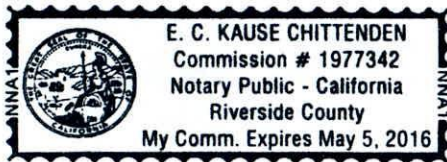
State of California

County of SAN DIEGO

On November 5, 2014 before me, E.C. KAUSE CHITTENDEN Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared DAVID A WILLIAMS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: E.C. Kause Chittenden  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BROOKE LAFRENZ, MICHAEL W THOMAS, GLADYS D ROGERS, AUDREY RODRIGUEZ, LARRY D COGDILL, OF DEL MAR, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF  
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE  
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of JULY, 2014.

OLD REPUBLIC INSURANCE COMPANY

*Phyllis M. Johnson*  
Assistant Secretary



*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29TH day of JULY, 2014, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/14

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0051

Signed and sealed at the City of Brookfield, WI this 15th day of October, 2014



*Jane E. Cherny*  
Assistant Secretary

VENBROOK INSURANCE SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: November 5, 2014 Bid/Offer No.: 6649  
 PROJECT TITLE: Pine Valley Ball Fields Project/Activity No.: 1006608  
 BIDDER/OFFEROR: Straight Line General Contractors, Inc.  
 BIDDER/OFFEROR REPRESENTATIVE: David A. Williams

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
1	Provide fencing material	Paving Net Contractor & Supply 11 South Termino Ave., Suite 214 Long Beach, CA 90803	52,500 ✓
		Tel. (562) 439-1398 Cert. No. 0016657	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ 52,500 ✓

## COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\frac{52,500}{1,716,082} \times 100 = 3\%$	*See DVBE Participation information sections for further information.

**PART IIA**

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL  
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS  
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1 MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT  
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB  
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-15) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met. These documents cannot be submitted in lieu of page 2-15, but may supplement page 2-15).



COUNTY OF SAN DIEGO  
DVBE "Good Faith Effort" Package

**Documentation of Good Faith Effort**  
**(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500.00 and \$1 million.

Date: November 5, 2014 Bid/Offer No.: 6649

Project Title: PINE VALLEY PARK BALL FIELDS PROJECT  
Project/Activity No.: 1006608

Bidder/Offeror: Straight Line General Contractors, Inc.

Bidder/Offeror Representative: David A. Williams

Please check off the following to insure you have included them in your documentation:

- ☒ Documentation of "Good Faith Effort" (3 pages including this page)
- ☐ Attachment of Any Additional Supporting Documentation

**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. <i>Phagn Electric</i>	<i>11/5/14</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. <i>My Electrician</i>	<i>11/5/14</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. <i>Maid Fast</i>	<i>11/5/14</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



PART THREE

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations prime contractor bid submittal (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)
My ELECTRICIAN	ELECTRICAL	\$44,000	ELECTRICAL SYSTEM SOLUTIONS	\$17,000	PRICE TOO HIGH

## SECTION 10

### WPCP Certification and Acceptance

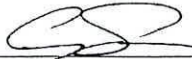
#### 10.1 Contractor's Certification and Acceptance by the Resident Engineer

##### WPCP PREPARER CERTIFICATION OF WPCP

"I certify that I have the qualifications and certifications specified for a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) shown in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002, Section VII, Training Qualifications and Certification Requirements.


I certify that this WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

 _____ WPCP Preparer Signature	_____ Date
Cory Schrack	858-292-7770
_____ WPCP Preparer Name	_____ Telephone Number
QSD# 00975	
_____ WPCP Preparer Title	

##### CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

 _____ Contractor's Signature	November 5, 2014 _____ Date
David A. Williams	(760) 630-7112
_____ Contractor's Name	_____ Telephone Number
President	
_____ Contractor's Title	



Next

Bid



125 E 17<sup>th</sup> Street, National City, CA 91950  
(619) 477-7893 O / (619) 477-7895 F / 504693 A&B

PINE VALLEY PARK BALL FIELDS  
RFB 6649 / ORACLE PROECT NO. 1006608

County of San Diego  
5560 Overland Avenue, Suite 270  
San Diego, CA 92123





STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
PROPOSAL TO THE BOARD  
FOR  
**PINE VALLEY PARK BALL FIELDS PROJECT**  
ORACLE PROJECT NO. 1006608

RFB NO.: 6649

Name of Bidder M.A. Stevens Construction, Inc.

Business Address 125 E 17th Street, National City, CA 91950

Place of Residence 3320 Peg Leg Mine Road, Jamul, CA 91935

LOCATION

The work to be performed under this contract is located in the vicinity of Pine Valley, County of San Diego, California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and also in accordance with General Provisions, Sections 1 through 9 of the Standard Specifications of the State of California Department of Transportation, 2010 edition.

The work to be done is shown on plans entitled:

**PINE VALLEY SPORT FIELD**

The work to be done is shown on "Base Bid Schedule" and "Additive Alternates" and Project Plans in Part VIII of these Contract Documents.

By signing this bid on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Bid as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Bid is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain mathematical errors.

BASE BID SCHEDULE:					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Mobilization	1	LS	24600.00	24600.00
2	Demolition, Removals, Clear & Grub	1	LS	10,450.00	10,450.00
3	Erosion Control	1	LS	24,600.00	24,600.00
<b>EARTHWORK</b>					
4	Earthwork & Grading	1	LS	122,938.50	122,938.50
<b>PARKING LOT &amp; ACCESS ROAD:</b>					
5	Class 4 AB (parking lot pavement only)	588	CY	81.90	48,095.40
6	3" Permeable Asphalt Concrete	588	Ton	114.10	67,130.37
7	Striping	1	LS	3,075.00	3,075.00
8	Signage	1	LS	2,952.00	2,952.00
9	Wheel Stops	40	EA	96.00	3,840.00
10	Stabilized DG	1	LS	26,814.00	26,814.00
11	Steel Bollards	4	EA	599.63	2,398.52
12	6" PCC Curb & Gutter (RSD G-2)	1	LS	28,290.00	28,290.00
13	6" PCC Curb (RSD G-1)	1	LS	49,200.00	49,200.00
14	PCC Weir (Detail on Sheet 7)	1	EA	4,150.00	4,150.00
15	Flatwork (includes curb ramps)	1	LS	168,510.00	168,510.00
<b>BALL FIELD:</b>					
16	CL II Base, Art. Turf with Baseball Field Lines, Infill Mix, curb, Hydraulic Groomer, Drag Brush & Additional Infill Mix etc.	1	LS	661,125.00	661,125.00
<b>SEWER:</b>					
17	Sewer	1	LS	7,995.00	7,995.00
<b>DRAINAGE:</b>					
18	12-inch Catch Basin in Planter	4	EA	492.00	1,968.00
19	24-inch Catch Basin	2	EA	89.79	179.58
20	3-ft wide PCC Flume	2	EA <sup>M</sup>	1,745.00	3,490.00
21	6-inch Perforated PVC Storm Drain	137	LF	89.79	12,301.23
22	8-inch PVC Storm Drain	29	LF	35.67	1,034.43
23	10-inch PVC Storm Drain	329	LF	84.87	27,922.23



BASE BID SCHEDULE (continued):					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>DRAINAGE (continued):</b>					
24	6-inch Hydrostatic Drain	853	LF	47.47	40918.41
25	Headwall	3	EA	3936.-	11808.-
26	Rip Rap Energy Dissipater	5	EA	2091.-	10455.-
<b>METAL RAILING:</b>					
27	Steel Railing for Ramp	48	LF	129.15	6199.2
28	Steel Guardrail for Ramp	28	LF	170.97	4787.16
<b>FENCE:</b>					
29	6-ft high Temp. CL Fence (Work Area)	1,300	LF	2.03	2638.35
30	8" Mow Curb Under Fence	1,050	LF	24.60	25830.-
31	20-ft High CL Fence	226	LF	132.13	29860.61
32	12-ft High CL Fence	314	LF	70.54	22149.72
33	8-ft High CL Fence	614	LF	46.31	28434.03
34	6-ft High CL Fence	86	LF	46.74	4019.64
35	5-ft Wide x 8-ft CL Gate (lockable)	5	EA	904.00	4520.0
36	6-ft Wide x 8-ft CL Gate (lockable)	1	EA	1230.-	1230.-
37	6' High x 20' Wide Opening Chain Link Cantilever Slide Gate	1	EA	3547.- <del>2275.5</del>	3547.- <del>2275.5</del> ms
38	20-ft Wide x 6-ft (Double) Swing Gate	1	EA	2275.5	2275.5
<b>SCOREBOARD &amp; PA SYSTEM:</b>					
39	Scoreboards – Soccer & Baseball (includes electrical)	1	LS	45756.-	45756.-
40	PA System	1	LS	27675.-	27675.- ms
<b>MISC. STRUCTURES &amp; BLEACHERS</b>					
41	Dugout	2	EA	6269.31	12538.62
42	Bleachers	7	EA	4031.94	28223.58
43	Shade Structure Over Bleachers	7	EA	3368.97	23582.79



**BASE BID SCHEDULE (continued):**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
<b>SITE FURNISHINGS &amp; SHADE STRUCTURES</b>					
44	Bases, Home Plate, Pitcher's Mound (1 EA), Bat Racks (2 EA), Soccer Goals (2 EA), Player Benches (2 EA), Littler Receptacle (9 EA), Pet Waste Stations (3 EA), Drinking Fountain (1 EA), Foul Poles (2 EA), 1 Backstop Arch (20'x62'x20')	1	LS	86353.38	86353.38
<b>LANDSCAPE &amp; IRRIGATION</b>					
45	Irrigation (includes low voltage electrical)	1	LS	46979.85	46979.85
46	Landscape	1	LS	6192.5	6192.5
<b>BASE BID TOTAL</b>					1844696.14

**ADDITIVE ALTERNATES:**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL
1	Storage Shed (12'wide x 24'long x 10'high)	1	LS	14760.0	14760.0
2	Portable Fence	486	LF	19.24	9349.28
3	Visual Screen	430	LF	4.67	2009.82
4	Permanent Soccer Lines	1	LS	10779.72	10779.72
5	ADA Improvement	1	Allow	50,000	50,000
<b>ADDITIVE ALTERNATES TOTAL</b>					86898.82

one million nine hundred thirty one thousand five hundred ninety four dollars and ninety six cents

**TOTAL BID** (Total Base Bid + Total Additive Alternates) \$ 1,931,594.96

Name of Bidder M.A. Stevens Construction Inc



## BID COMPARISON AND AWARD

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid Schedule and for Additive Alternates. The amount of the bid for comparison purposes will be the Total Bid (Base Bid Schedule plus Additive Alternates).

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Bid are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Contract unit prices/lump sum bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within seventy-five (75) calendar days from the date specified for the opening of bids.



### **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or bid submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### **DRUG AND ALCOHOL POLICY**

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.



**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)


State of California            )  
                                      )   ss  
                                      )  
County of San Diego         )

Mark A. Stevens

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name)  
, being first duly sworn, deposes and says that he or she is (Title) President of  
(Company) M.A. Stevens Construction, Inc. the party making the foregoing bid that the bid is not made in  
the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization,  
or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or  
indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or  
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or  
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought  
by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other  
bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to  
secure any advantage against the public body awarding the contract of anyone interested in the proposed  
contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or  
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,  
company association, organization, bid depository, or to any member or agent thereof to effectuate a  
collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER



Mark A. Stevens - President

DATE 11/19/14

## CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☐ See Attached Document (Notary to cross out lines 1–6 below)  
☒ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this

19<sup>th</sup> day of November, 2014, by  
Date Month Year

(1) Mark A. Stevens,  
Name of Signer

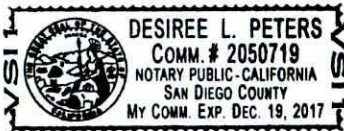
proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)

(and

(2) N/A,  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

Signature Desiree L. Peters  
Signature of Notary Public



Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

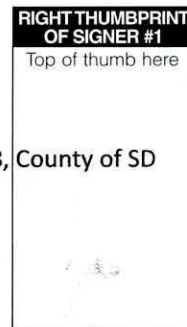
#### Further Description of Any Attached Document

##### Non-Collusion Affidavit

Title or Type of Document: Pine Valley Park Ball Fields, Oracle Project 1006608, County of SD

Document Date: November 19, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: N/A





**County of San Diego**  
**Department of Purchasing and Contracting**  
**REPRESENTATIONS AND CERTIFICATIONS**

**The following representations and certifications are to be completed, signed and returned with the offer.**

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

**3.2. Are you a local business with a physical address within the County of San Diego?** ☒ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☒ Small Business Enterprise (SBE)

Certification #: 12007

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** 100 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**


**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Mark A. Stevens

Signature: 

Title: President

Date: 11/19/14

Company/Organization: \_\_\_\_\_

Revised 07-09-14 **SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



## **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address, the Portion of Work, and License Number that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined nonresponsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer."

**If no Subcontractors are to be employed on the project, enter the word "NONE."**

[INTENTIONALLY LEFT BLANK]



## DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
	LANDSCAPE AND IRRIGATION <i>MS</i>	<del>CUTTING EDGE LANDSCAPE</del> <del>26808 BANBURY DRIVE</del> <i>MS</i> <del>VALLEY CENTER, CA 92082</del>		<del>981127</del> <del>EXP. 2/28/15</del> <i>MS</i>
	SITE DEMOLITION AND GRADING	JOHNSTON TRACTOR INC 1824 HIGHLANDS VIEW ROAD ALPINE, CA 91901		833490 EXP. 2/28/15
	ASPHALT PAVING	SEAL RIGHT PAVING CO 9053 OLIVE DRIVE SPRING VALLEY, CA 91977		364113 6/30/15
	FENCE AND GATES, FOUL POLES, ARCHED BACKSTOP, METAL ROOF DECKING OVER DUGOUTS, RAILING GUARDRAIL.	FENCECORP INC 111 N MAIN STREET RIVERSIDE, CA 92501		886544 EXP. 10/31/16
	SURVEY	STUART ENGINEERING 7525 METROPOLITAN DRIVE SUITE 308 SAN DIEGO, CA 92108		RCE 27232 EXP. 3/31/15
	REBAR STEEL	QUALITY REINFORCING INC 13275 GREGG STREET POWAY, CA 92064		683317 EXP. 12/31/15
	ELECTRIC	ACE ELECTRIC INC P O BOX 601071 SAN DIEGO, CA 92160		835109 EXP. 3/31/16
	UNDERGROUND UTILITES	AHRENS MECHANICAL 5915 MISSION GORGE RD SAN DIEGO, CA 92120		957287 EXP. 957287
	SYNTHETIC TURF	CALIFORNIA TRACK & ENGINEERING INC 4668 NORTH SONORA AVENUE #101 FRESNO, CA 93722		432676 12/31/14

(DVBE)

TOTAL % SUBCONTRACTED \_\_\_\_\_

Name of Bidder M.A. Stevens Construction, Inc.

## DESIGNATION OF SUBCONTRACTORS

[illegible]

TOTAL % SUBCONTRACTED \_\_\_\_\_

**Name of Bidder** M.A. Stevens Construction, Inc.



## EMPLOYMENT AND CONTRACTING CERTIFICATIONS

FOR: PINE VALLEY PARK BALL FIELDS PROJECT,  
ORACLE PROJECT NO. 1006608

Accompanying this bid is bidder's bond

(NOTICE: Insert the words "cash (\$ \_\_\_\_\_)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

M.A. Stevens Construction, Inc.

Mark A. Stevens - President, Secretary, Treasurer

Licensed in accordance with an act providing for the registration of Contractors,

License No. 504693 Classification (s) A, B Exp. Date 04/30/2015

I hereby certify, under penalty of perjury, that the foregoing bid to the Board is true and correct.

( M.A. Stevens Construction, Inc. )

Legal Name of Bidder

SIGN

HERE

by



(SEAL)

Signature

Mark A. Stevens - President

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 125 E 17th Street, National City, CA 91950

Telephone ( 619 ) 477-7893

Fax ( 619 ) 477-7895

E-Mail address dstevens@mastevensconstruction.com

\*\* See  
attached  
Articles of  
Incorporation

Dated November 19, 20 14, at National City, California.

BOND NO. 10018986

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we M.A. Stevens Construction, Inc.

as Principal, and Hudson Insurance Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent (10%) of total amount bid.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Nov. 6, 2014 for  
DATE

**PINE VALLEY PARK BALL FIELDS PROJECT, ORACLE PROJECT NO. 1006608**

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 4th day of November A.D. 2014.

<u>Hudson Insurance Company</u>	(SEAL)	<u>M.A. Stevens Construction, Inc.</u>	(SEAL)
<u>Cyndi Bellman, Attorney-in-Fact</u>	(SEAL)	<u>[Signature]</u>	(SEAL)
Surety		Principal	

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me  
appeared \_\_\_\_\_ a notary public in and for said County and State personally  
known to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_ the  
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as  
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for  
Surety must be properly acknowledged.  
(b) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

\*\*\* SEE ATTACHED ACKNOWLEDGEMENT \*\*\*

Notary Public In and for the County of

State of California



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On November 4, 2014 before me, Pam Davis, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Cyndi Beilman  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Pam Davis  
Signature of Notary Public Pam Davis

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Cyndi Beilman

of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

One Hundred Fifty Thousand Dollars (\$150,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 20 13 at New York, New York.



Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

By   
Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 31st day of October, 20 13 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK

## CERTIFICATION

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 20 2014



Form BarLA 10 8 2010 (v1)

By   
Dina Daskalakis, Corporate Secretary



2941837

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**JAN 05 2007**

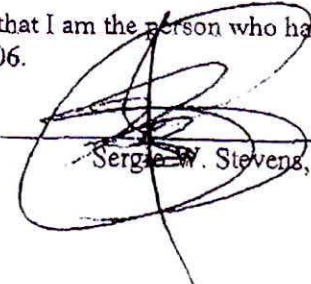
ARTICLES OF INCORPORATION

OF

M.A. STEVENS CONSTRUCTION, INC.

- FIRST: The name of the corporation is **M.A. STEVENS CONSTRUCTION, INC.**
- SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
- THIRD: The name and address of this corporation's initial agent for service of process in the State of California is:
- Mark A. Stevens  
125 East 17<sup>th</sup> Street  
National City, CA 91950
- FOURTH: The Corporation is authorized to issue common shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000 thousand ("One Hundred Thousand") without par value.
- FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent possible under California law.
- SIXTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

IN WITNESS WHEREOF, I declare that I am the person who has executed these Articles of Incorporation this 29th day December, 2006.

  
Sergio W. Stevens, Esq.: Incorporator





**JOB HISTORY**

Year Comp.	OWNER	PROJECT	CONTRACT	REFERENCES			
2014	Encinitas Union School District 101 S. Rancho Santa Fe Road, Encinitas, CA 92024	B-2172 Mission Estancia Roofing / Solatube / Solar-PV Project 3330 Calle Barcelona, Carlsbad, CA 92009	\$1,996,000.00	Gerry Devitt (760) 518-6890 Construction Manager	Anney Rosenthal-Hall (619) 564-7586 Architect (OBR Architecture)	Gerry - gerry.devitt@eusd.net Anney - rosenthal@obrarchitecture.com	
2014	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA	Chula Vista High School - Classroom Interior Finish Upgrades 820 Fourth Avenue, Chula Vista, CA 91911	\$165,593.73	Karl Bradley (619) 407-4942 SUHSD - Facilities Program Manager	Luc Allard (619) 235-7381 Architect (Roesling Nakamura Terada)	Karl-robert.bradley@sweetwaterschools.org Luc - allard@mntarchitects.com	
2014	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA	Bonita Vista High School - HVAC Project 751 Otay Lakes Road, Chula Vista, CA	\$833,224.04	Larry Moen (619) 407-4943 SUHSD - Construction Manager	Mark Bender (619) 704-1900 Engineer (Bender Dean Engineering)	Larry - larry.moen@sweetwaterschools.org Mark - mbender@benderdean.com	
2013	Tubman Village Charter School 6880 Mohawk Street, San Diego, CA 92115	Construction of Relocatable Classrooms and Restroom at TVCS 6880 Mohawk Street, San Diego, CA 92115	\$457,633.32	Shannon Young (858) 357-6502 URS Corp - Construction Manager	Dean Amantea 858-279-9949 Architect	Shannon - syoung2@sandi.net Dean - damantea@meleamantea.com	
2013	Encinitas Union School District 101 S. Rancho Santa Fe Road, Encinitas, CA 92024	Park Dale Lane ES Admin Bldg. Remodel and Installation on Solatubes 2050 Park Dale Lane, Encinitas, CA	\$1,201,474.77	Gerry Devitt (760) 518-6890 Construction Manager	Al Quesada (626) 666-6906 Architect	Gerry - gerry.devitt@eusd.net Al - aquesada@gkkworks.com	
2013	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Torrey Pines ES Reloc. Bldg. & Wood Beam Replacement 8350 Cliffridge Avenue, San Diego, CA 92037	\$981,367.00	Adam Windham (858) 344-9803 Construction Manager	Dean Amantea 858-279-9949 Architect	Adam - awindham@sandi.net Dean - damantea@meleamantea.com	
2013	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	Grossmont College 500 Complex Upgrades 8800 Grossmont College Drive, El Cajon, CA 92020	\$99,248.00	Jack Miller (619) 644-7032 Construction Manager	Tom D'Alessandro (760) 717-9999 Inspector	Jack - jmillier@gafcon.com Tom - tom@bluecoastca.com	
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Restrooms Upgrades at Hoover High School 4474 El Cajon Blvd., San Diego, CA 92115	\$325,775.12	Don Nester (858) 668-6106 Construction Manager	Doug Freeman (619) 571-8730 Inspector	Don - dnester@sandi.net Doug - dfreeman@sandi.net	
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Weight Room Conversion at Madison High School 4833 Doliva Drive, San Diego, CA 92117	\$148,587.88	Shannon Young (858) 357-6502 URS Corp - Construction Manager	Sean Shumate (619) 571-3884 Inspector	Shannon - syoung2@sandi.net Sean - sshumate@sandi.net	
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Replacement of Portable Bldg. at Holmes Elementary School 4209 Mt. Ararat Drive, San Diego, CA 92111	\$187,046.03	Juan Gonzalez (619) 665-7358 URS Corp - Construction Manager	Doug Freeman (619) 571-8730 Inspector	Juan - jgonzalez32@sandi.net Doug - dfreeman@sandi.net	
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Construct New Weight Room Building at Point Loma High School 2335 Chatsworth Blvd., San Diego, Ca 92106	\$883,706.58	Shannon Young (858) 357-6502 URS Corp - Construction Manager	Paul Carlton (619) 922-6778 Inspector	Shannon - syoung2@sandi.net Paul - pcarlton@sandi.net	
2011	Palomar Community College District 1140 West Mission Rd., San Marcos, CA 92069	CM-14-10-PLNT: Planetarium 1140 West Mission Rd., San Marcos, CA 92069	\$1,605,246.58	Scott Stittes (858) 815-2470 Swinerton Project Manager		Scott - SStittes@swinerton.com	
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B10.054 Grossmont College Bldg. 36 Restrooms Remodel 1755 Rowan St., San Diego, CA 92105	\$222,355.89	Ken Emmons (619) 644-7055 Gafcon Project Manager	Al Di Donato (619) 299-4210 Architect (Di Donato Associates)	Ken - kemmons@gafcon.com Al - al@dda-arch.com	
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B09.050 Cuyamaca College LRC Expansion (Drywall & Doors) 900 Rancho San Diego Parkway, El Cajon CA 92019	\$321,519.72	Zack Knipe (858) 777-1984 Rudolph & Sletten Project Manager		Zach - zachary_knipe@rsconst.com	
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B09.048 Cuyamaca College LRC Expansion (Demolition) 900 Rancho San Diego Parkway, El Cajon CA 92019	\$202,736.00	Zack Knipe (858) 777-1984 Rudolph & Sletten Project Manager		Zach - zachary_knipe@rsconst.com	
2010	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Replacement of Portable Bldg.s at Rowan CDC 1755 Rowan St., San Diego, CA 92105	\$686,260.05	Jeff Hudson (858) 637-3500 SDUSD Const. Manager	Victor Guidici (949) 701-4040 Architect (LPA)	Jeff - jhudson@sandi.net	
2010	Grossmont Union High School District 1100 Murray Dr., El Cajon, CA 92020	Site Prep. for 8 Relocatable Bldgs. At Grossmont H.S. 1100 Murray Dr., El Cajon, CA 92020	\$204,999.00	Keith Houk (858) 518-5594 Turner Const. Manager	Jason Falco (619) 954 - 5219 Turner Const. Project Manager	Keith - khouk@tcco.com Jason - jfalco@tcco.com	
2009	Grossmont Union High School District 1100 Murray Dr., El Cajon, CA 92020	Site Improv. for Special Ed Classrooms at El Cajon Valley H.S. 1035 East Madison Ave., El Cajon, CA 92020	\$738,634.00	Matt Gates (619) 440-4316 Erickson-Hall Const. Manager		Matt - mgates@ericksonhall.com	
2009	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Garfield H.S. Culinary Arts Remodel and Lunch Court Shelter 1225 16th St., San Diego, CA 92101	\$1,951,753.00	Dave Machek (619) 517-7131 SDUSD Const. Manager	Joe Cristilli (619) 298-8344 Architect	Dave - dmachek@sandi.net Joe - joseph@gc-arch.com	
2009	San Marcos Unified School District 255 Pico Ave., Ste. 250, San Marcos, CA 92078	SMUSD E.S. No. 2 Site Work and Installation of Pedestrian Bridge 653 Poinsettia Ave., Vista, CA 92081	\$1,037,140.00	Dave Christensen (619) 696-5100 C.W. Driver Construction Manager	Michael Maryniowski (619) 696-5100 C.W. Driver Construction Manager	Dave - dchristensen@cwdriver.com Michael - mmariyniewski@cwdriver.com	
2009	City of El Cajon 200 East Main Street, El Cajon, CA 92020	Fire Station No. 9 Remodel 1301 N Marshall Drive, El Cajon, CA 92020	\$1,399,745.60	Matt Lyer (619) 441-1796 City of El Cajon Project Manager	Jim Nicoloff (619) 523-3684 Architect (Nicoloff & Associates)	Matt - mlyer@ci-el-cajon.ca.us Jim - jnicoloff@covad.net	
2009	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	ADA Improvements at Mann Middle School 4345 54th St., San Diego, CA 92115	\$654,817.00	Carl Schneider (619) 905-5522 SDUSD Const. Manager	RJ Maus (619) 806-1796 Architect	Carl - cschneider@sandi.net RJ - rmaus1@san.rr.com	
2008	City of National City 1243 National City Blvd. National City, CA 91950	Library Remodel for San Diego Rep. 200 East 12th St., National City, CA 91950	\$1,532,526.77	Leslie Wiegand (858) 413-2400 Infrastructure Eng. Corp. CM	Jeff Katz (619) 698-6309 Architect	Leslie - anthony@jeffkatzarchitecture.com Jeff - jeff@jeffkatzarchitecture.com	
2008	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	HVAC Upgrades in Media Center at Hoover High School 4474 El Cajon Blvd., San Diego, CA 92115	\$534,000.00	Jon Antelline (619) 571-3123 SDUSD Const. Manager	Bryan Bauer (619) 571-3120 SDUSD Inspector		

\*More available upon request.



COUNTY OF SAN DIEGO

**BIDDER/OFFEROR DVBE INFORMATION**  
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11/19/14 Bid/Offer No.: 6649

PROJECT TITLE: Pine Valley Park Ball Fields Project/Activity No.: 1006608

BIDDER/OFFEROR: M.A. Stevens Construction, Inc.

BIDDER/OFFEROR REPRESENTATIVE: Mark A. Stevens

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.